IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No. 2090 of 1998
with
SPECIAL CIVIL APPLICATION No. 2091 of 1998
with
SPECIAL CIVIL APPLICATION No. 2092 of 1998

For Approval and Signature:

Hon'ble MISS JUSTICE R.M. DOSHIT

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1. Whether Reporters of Local Papers may be allowed to see the judgements? : NO

2. To be referred to the Reporter or not? : NO

3. Whether Their Lordships wish to see the fair copy of the judgement? : NO

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO

5. Whether it is to be circulated to the concerned Magistrate/Magistrates,Judge/Judges,Tribunal/Tribunals? : NO

SUPRABHAT SAHAKARI BANK LTD

Versus

OM TEXTILES

Appearance:

1. Special Civil Application No. 2090 of 1998
MR PV NANAVATI for
MR VIBHUTI NANAVATI for Petitioner
..... for Respondent No. 1
RULE UNSERVED for Respondent No. 1/1-1/3
RULE NOT RECD BACK for Respondent No. 2

CORAM : MISS JUSTICE R.M.DOSHIT

Date of decision: 27/02/2003

ORAL JUDGEMENT

These three petitions under Article 227 of the Constitution are preferred by the Suprabhat Sahakari Bank Limited, a Cooperative Bank [hereinafter referred to as, "the Bank"] against the common judgment and order dated 5th January, 1998 passed by the Gujarat State Cooperative Tribunal [hereinafter referred to as, "the Tribunal"] in Appeals Nos. 202 of 1995; 203 of 1995 and 204 of 1995. The respondents before this Court are the partnership firms and the partners thereof.

It appears that each of the respondent-partnership firms had borrowed certain loan from the Bank but failed to repay the same. The Bank, therefore, filed Arbitration Suit Nos. 415 of 1988; 416 of 1988 and 417 of 1998 before the Board of Nominees for recovery of the amount advanced and the interest thereon. The said suits were contested by the respective defendant. It was submitted that the Bank and the respective defendant had arrived at a compromise. The respective defendant had made payment in accordance with the compromise. The Bank, therefore, had no outstanding due against the concerned defendant.

The Board of Nominees believed the defence and held that the Bank had arrived at a compromise in respect of the dues of the concerned defendant. It also held that all the dues under the compromise were paid, except a sum of Rs. 50,000/= in case of the Suit No. 417 of 1988. the said finding of the Board of Nominees was confirmed in appeal by the Tribunal. As to the sum of Rs. 50,000/= with respect to the Suit No. 417 of 1988, the Tribunal reversed the finding and held in favour of the concerned defendant. Feeling aggrieved, the Bank has preferred the present writ petitions.

The Board of Nominees has recorded its finding with respect to the compromise and the payment of outstanding amount in accordance with the compromise. The said finding is based on the evidence on record. In view of the concurrent finding recorded by the Board of Nominees and the Tribunal, no interference is warranted. Hence, the petitions are dismissed. Rule nisi issued in each of the petitions is discharged. The parties shall bear their own costs. The Registry shall maintain copy of this order in each of these petitions.

[Ms. R.M Doshit, J.]

Prakash*